

Contract no. 1306

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**ABSECON BOARD OF EDUCATION**

**AND**

**ABSECON ASSOCIATION OF EDUCATIONAL  
SECRETARIES**

**JULY 1, 1989 - JUNE 30, 1992**

## ARTICLE I

### RECOGNITION

#### A. Unit

The Board hereby recognizes the Absecon Association of Educational Secretaries as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all secretaries under contract to the Board or on leave, except the secretary to the superintendent of schools and the secretary to the board secretary/business manager or business administrator.

#### B. Definitions of Secretaries

Unless otherwise indicated, the terms "personnel", "employee", "secretaries" when used hereinafter in this Agreement, shall refer to all employees represented by the association in the negotiating unit as above defined.

## ARTICLE II

### NEGOTIATIONS PROCEDURE

#### A. Policy Changes

Consistent with Chapter 123, P.L. of New Jersey 1974, the Board shall affect any change in policy concerning terms and conditions of employment except those so negotiated and included as part of the agreement and contained herein.

#### B. Deadline Date

The parties agree to enter into collective negotiation in accordance with Chapter 123, P.L. of 1974, in good faith effort to reach agreement. Such negotiations shall begin not later than December first of the calendar year preceding the calendar year in which this Agreement expires.

#### C. Negotiating Representatives

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals, in the course of negotiations to the extent permitted by state statutes.

The parties agree to follow the procedures outlined in the Agreement to resolve any items under negotiation.

#### D. Negotiation of Successor Agreement

Negotiations shall commence at a mutually satisfactory place within a reasonable time after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time. During the negotiation, the Board and the Association shall present relevant data, exchange points of view. Each party shall make available, upon request, any information or date which is part of the public domain. Either party may,

If so desiring, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Definitions

**Grievance:** A "grievance" is a claim by a secretary or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting a secretary or a group of secretaries.

**Aggrieved Person:** An "aggrieved person" is the person or persons or the Association making the claim.

#### B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting secretaries. Both parties agree that these proceedings will be kept informal and confidential.

#### C. Procedure

##### **Year End Grievances**

In the event a grievance is filed at such time that it cannot be processed through all steps in this grievance procedure by the end of the school year every effort shall be made to complete the procedure as soon as practicable.

##### **Informal Meeting With Supervisor**

A secretary or secretaries with a grievance shall, within 30 calendar days of its occurrence, first discuss it with his/her immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

##### **Level One - Immediate Supervisor**

If the employee is not satisfied at the informal step he/she will submit a written grievance within five (5) days to the immediate supervisor who shall render a decision within five (5) school days of the receipt of the grievance.

##### **Level Two - Superintendent**

If the employee is not satisfied with the disposition of the grievance at level one, the grievance may be filed in writing with the Superintendent within five (5) school days after the decision is made at level one. The superintendent shall render a decision in writing within five (5) school days after receiving the written grievance.

#### Level Three - Board of Education

If the employee is not satisfied with the disposition of his/her grievance at level two, the grievance may be filed in writing with the Board of Education through the Board Secretary within five (5) school days after the superintendent's decision. The Board of Education shall make a decision in writing on the grievance within thirty (30) calendar days after receipt of the grievance.

#### Level Four - Mediation

If the employee is not satisfied with the disposition of the grievance at level three, and the grievance is based on the interpretation, application or violation of this Agreement, the parties will within sixty days following the Board decision, agree on a neutral third party who will review the facts and will meet with both parties to seek a mutually acceptable solution.

#### Meetings and Hearings

No meetings and hearings under this procedure shall be conducted in public. They shall include only such parties in interest and their designated or selected representatives, heretofore referred to in the Article.

#### Rights of Secretaries to Representation

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association.

#### Reprisals

No reprisals of any kind shall be taken by the Board, Association, any member of the administration against any party in interest, any representative member of the Association, or any other participant in the grievance procedure by reason of such participation.

### ARTICLE IV

#### EMPLOYEE RIGHTS AND PRIVILEGES

- A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations.
- B. No employee shall be disciplined or reprimanded in public. No employee shall be reduced in rank or compensation, or deprived of any promotional opportunity without just cause.
- C. Whenever any employee is required to appear before the Board, or any committee thereof, concerning any matter which could adversely affect the continuation of that employee in his/her position, employment, or the salary or any increment pertaining thereto, then he/she shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent the employee during such meeting or interview.

## **ARTICLE V**

### **ASSOCIATION RIGHTS AND PRIVILEGES**

- A.** The Association and its representative shall have the right to use school buildings at all reasonable hours for meetings, outside work hours. The Superintendent shall be notified in advance of the time and place of all such meetings.
- B.** With the approval of both the immediate supervisor and superintendent, secretaries will be given time off for travel and attendance at up to two (2) seminars/or symposia per year, sponsored by the state association. Requests for such time off will be made as soon as announcements of such events are received by the Association.

## **ARTICLE VI**

### **SALARIES, COMPENSATION, AND HOURS**

- A.** All secretaries will have a twelve month contract salary from July 1 through June 30, in accordance with service credit as set forth in salary guide, Article VII, Appendix A.
- B.** All secretaries shall work a seven (7) hours work day, not to include lunch. All days worked shall be in accordance with the school calendar.
- C.** When additional work hours are required, the secretary normally assigned to that position shall be given the opportunity to work.
- D.** Overtime will be computed beyond a thirty-five (35) hour work week and time and one-half will be paid beyond forty (40) hours per week.
- E.** Effective July 1, 1989, summer hours from July 1 to August 31 will be four hours per day excepting the last five August working days which shall be six (6) hours per day exclusive of lunch.

Effective July 1, 1990, summer hours from July 1 to August 31 will be four (4) hours per day excepting the last ten (10) August workings days. The first five (5) days of this period shall be five (5) hours per day and the second five (5) days shall be seven (7) hours per day, all hours per day to be exclusive of lunch.

Effective July 1, 1991, summer hours from July 1 to August 31 will be four (4) hours per day excepting the last ten (10) August workings days which shall be seven (7) hours per day exclusive of lunch.

Additional hours worked in the summer over and above the contractual work hours shall be paid per hour at the hourly rate in effect for the coming regular school year, not at a rate prorated from the per diem summer pay in relation to the reduced summer hours.

F. All twelve (12) month employees shall be entitled to two (2) weeks vacation upon completion of one to nine years of service. Three (3) weeks vacation shall be granted upon completion of ten (10) full years of service. A secretary will be granted one year credit towards vacation time for each year in which twelve months are worked.

G. **Child Study Team Secretary**

The Child Study Team secretary shall be placed on Level I, effective July 1, 1989 to be prorated by 75%. The actual salary for the 1989/90 year equals \$12,102. This secretary is not a twelve month position and shall consist of the same work day and year as the teacher.

## ARTICLE VII

### LEAVE OF ABSENCE AND SICK LEAVE

A. **Personal Day**

One day leave of absence for personal, legal, business, household or family matters which require absence during school hours. Notification to the secretary's immediate supervisor shall be given twenty-four (24) hours prior to the request except in cases of emergency. The personal day, if not used, will be added to the accumulated sick leave.

In addition, one personal leave day may be provided, for extenuating circumstances, at the sole discretion of the superintendent.

B. **Death or Bereavement**

Up to five (5) days at any one time in the event of death of an employee's spouse, child, son or daughter-in-law, parent or grandparent, mother or father-in-law and any other member of the immediate household. In the event of the death of a teacher or administrator in the Absecon school district, sufficient time off shall be given to attend the funeral.

C. Other leaves of absence, with or without pay, may be granted by the Board of Education.

D. **Sick Leave**

As of July 1 of each year, all secretaries employed shall be entitled to one (1) day sick leave for each month of full or partial contracted service. Unused sick leave days shall be accumulated from year to year with no maximum limit. Employees shall be given a written accounting of accumulated sick leave days no later than September 1 of each school year.

Payment for unused sick leave shall be provided under the same terms and procedures as for teaching staff members, with payment to be as follows:

|         |                                     |
|---------|-------------------------------------|
| 1989/90 | \$10 per day to a maximum of \$1600 |
| 1990/91 | \$12 per day to a maximum of \$2000 |
| 1991/92 | \$14 per day to a maximum of \$2400 |

## ARTICLE VIII

### MISCELLANEOUS PROVISIONS

**A. Separability**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force.

Secretaries shall have the same tuition reimbursement as teachers.

## ARTICLE IX

### INSURANCE PROTECTION

- A. The Absecon Board of Education agrees to participate in the NEW JERSEY PUBLIC AND SCHOOL EMPLOYEES' HEALTH BENEFITS PROGRAM.**
- B. The Board agrees to provide free medical insurance including MAJOR MEDICAL AND RIDER J to all its employees and employee's dependents who qualify under the provisions of the New Jersey Public and School Employee's Health Benefits Plan.**
- C. A dental plan with orthodontic coverage will be provided by the Board with a similar cap percentage as indicated in the AEA Agreement.**
- D. The Board agrees to provide a prescription drug plan for each eligible employee and their dependents. The plan shall be mutually agreed upon by the Association and the Board.**
- E. The benefits, as listed above, are available to all employees of the Board who are employed for a period of twenty (20) hours or more per week.**
- F. It shall be the responsibility of the employee to apply for such benefits through forms supplied by the Board of Education.**

## SECRETARY SALARY GUIDE

| <u>LEVEL</u> | <u>1989/90</u> | <u>1990/91</u> | <u>1991/92</u> |
|--------------|----------------|----------------|----------------|
| A            | 9,750          | 10,266         | 11,011         |
| B            | 10,600         | 11,161         | 11,971         |
| C            | 11,450         | 12,056         | 12,931         |
| D            | 12,300         | 12,951         | 13,891         |
| E            | 13,150         | 13,846         | 14,851         |
| F            | 14,000         | 14,741         | 15,811         |
| G            | 14,850         | 15,636         | 16,771         |
| H            | 15,611         | 16,450         | 17,644         |
| I            | 16,136         | 17,228         | 18,110         |
| J            | 16,660         | 17,670         | 18,935         |

- A. All overtime shall be rounded to the nearest quarter of an hour at the end of each pay period.
- B. The employee working overtime may request compensatory time or salary for overtime worked. Dates of compensatory time to be agreed upon by the employee and the immediate supervisor. Overtime salary will be computed at the rate of 1/220 of annual salary per day for overtime worked. Any salary deduction necessary shall also be at the rate of 1/220.
- C. Secretaries shall be entitled to the same increase in tuition reimbursement as the teachers.

## DURATION OF AGREEMENT

### A. Duration of Agreement

This Agreement shall be effective as of July 1, 1989 and continue in effect until June 30, 1992.

This Agreement is subject to the right of the Board of Education to reopen for 1990/91 and 1991/92 the work hours, and if such right is exercised by the Board, then the Association has the right to re-open for salaries.

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ABSECON EDUCATION ASSOCIATION  
BY ITS PRESIDENT

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BY ITS SECRETARY

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DATE

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ABSECON BOARD OF EDUCATION  
BY ITS PRESIDENT

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BY ITS SECRETARY

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DATE